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Seattle Public Utilities
Facilities and Real Property Services
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Seattle WA 98124-4018

CONFORMED COPY

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PAGE-001 OF 010
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EASEMENT AGREEMENT

Reference #s of Documents Released or Assigned:...N/A

Grantor:.....Maple Leaf Revocable Trust, Peter J
Rose and Julie A Rose

Grantee:.....City of Seattle

Legal Description (abbreviated):.....Lots 12-15, Blk E, Madrona Heights,
Vol 9, Pg 100 and Lots 4-7, Blk 43,
Lake Washington Shore Lands, King
County

Assessor's Tax Parcel ID#:.....502690-0270

RW# 2013-012-001

THIS EASEMENT granted this 1st day of March, 2014, by **Maple Leaf Revocable Trust, Peter J. Rose and Julie A. Rose**, hereinafter called "Grantor," to the **CITY OF SEATTLE**, a municipal corporation of the State of Washington, acting through and by Seattle Public Utilities, hereinafter called the "Grantee."

SEWER EASEMENT

WITNESSETH: Said Grantor for and in consideration of the benefits herein between Grantor and Grantee, and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey, and warrant to the Grantee an easement for all purposes necessary or convenient for constructing, reconstructing, operating, maintaining, inspecting, improving, altering, repairing and replacing a sewer system and appurtenances ("Facilities") over, under, through, across and upon the following described real property in Seattle, King County, Washington:

As legally described on Exhibit A, a copy of which is attached and incorporated herein ("Sewer Easement Area") and as shown on the map in Exhibit B, a copy of which is attached and incorporated herein.

ACCESS EASEMENTS

WITNESSETH: Said Grantor for and in consideration of the benefits herein between Grantor and Grantee, and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey, and warrant to the Grantee an easement for the purposes of access to the Facilities over, under, through, across and upon the following described real property in Seattle, King County, Washington:

As legally described on Exhibit C, a copy of which is attached and incorporated herein ("Access Easement Area") and as shown on the map in Exhibit D, a copy of which is attached and incorporated herein.

CONDITIONS

The Grantee shall have the right at such time as it may in its sole determination be necessary, to enter upon the Sewer Easement Area and Access Easement Area for the purposes herein described, without incurring any legal obligation or liability therefore, provided that such work shall be accomplished in such a manner that the private improvements existing in said easement area shall not be disturbed or destroyed, or in the event that they are disturbed or destroyed, they shall be replaced in as good condition as they were immediately before the property was entered upon by the City.

Grantor hereby agrees that, with the exception of sidewalks, no buildings, other permanent structures, trees, fill or obstructions of any kind, shall be constructed, planted or permitted to remain within the boundaries of either said Sewer Easement Area or said Access Easement Area.

Grantor also hereby agrees that no other utility facilities, such as conduits, cables, pipelines, vaults, meters, poles or posts, whether public or private, other than those shown in the plans approved under City of Seattle Department of Planning and Development Permit #6382668, will be installed within the Sewer Easement Area.

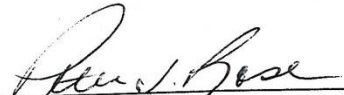
Grantor, its successors, assigns, lessees, sub-lessees, tenants, and sub-tenants, shall have the right to use the Sewer Easement Area and Access Easement Area in any way and for any other legal purpose that is not inconsistent with the rights herein granted to Grantee.

Grantor waives and releases any present or future claim against the Grantee relating to hazardous substances, pollutants, or contaminants within the Sewer Easement Area or Access Easement Area, and shall indemnify and defend the Grantee from any such claim,

including enforcement action by a regulatory agency, unless the hazardous substances, pollutants or contaminants result from the Grantee's operations.

The covenants herein contained shall run with the land and shall be binding on the parties, their successors and assigns forever.

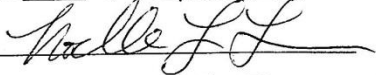
Dated this 1st day of March, 2014.


By: Peter J. Rose
Trustee of Maple Leaf Revocable Trust

STATE OF WA)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that Peter J. Rose is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as Trustee of Maple Leaf Revocable Trust in the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

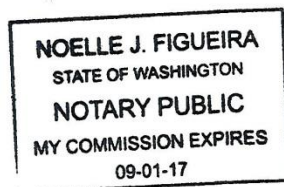
SUBSCRIBED AND SWORN to before me this 1st day of March, 2014


Name (Print) Noelle J. Figueira

NOTARY PUBLIC in and for the
State of WA

residing at Seattle, WA

My appointment expires 09-01-17



Julie Anne Rose

By: Julie Anne Rose
Trustee of Maple Leaf Revocable Trust

STATE OF WA)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that Julie A. Rose is the person who appeared before me, and said person acknowledged that he/~~she~~ signed this instrument, on oath stated that he/~~she~~ was authorized to execute the instrument and acknowledged it as Trustee of Maple Leaf Revocable Trust in the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 1st day of March, 2014

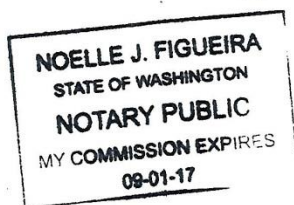
Noelle J. Figueira


Name (Print) Noelle J. Figueira

NOTARY PUBLIC in and for the
State of WA

residing at Seattle, WA

My appointment expires 09-01-17

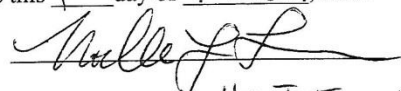



By: Peter J. Rose

STATE OF WA)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that Peter J. Rose is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as OWNER of 1620 Lake WA Blvd in the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

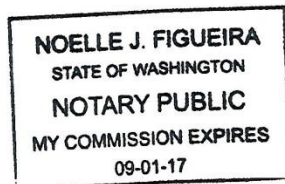
SUBSCRIBED AND SWORN to before me this 1st day of March, 2014


Name (Print) Noelle J. Figueira

NOTARY PUBLIC in and for the
State of WA

residing at Seattle, WA

My appointment expires 09-01-17



Julie A. Rose
By: Julie A. Rose

STATE OF WA)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that Julie A. Rose is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as OWNER of 1670 Lake WA Blvd in the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 1st day of March, 2014

Noelle J. Figueira

Name (Print) Noelle J. Figueira

NOTARY PUBLIC in and for the
State of WA

residing at Seattle, WA

My appointment expires 09-01-17

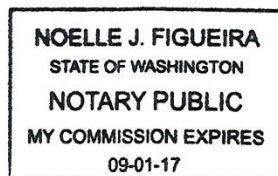


Exhibit A

PERMANENT SEWER EASEMENT LEGAL DESCRIPTION

**D.R. STRONG
CONSULTING ENGINEERS
KIRKLAND WA 98033**

DRS Project No. 13068
01/30/14

EXHIBIT A

LEGAL DESCRIPTION: SANITARY SEWER EASEMENT

A strip of land 12.00 feet in width, over that portion of Lots 12, 13, 14 and 15, Block E, Madrona Heights, according to Plat thereof recorded in Volume 9 of Plats, page 100, records of King County, Washington and Lots 4, 5, 6 and 7, Block 43, Lake Washington Shore Lands, in King County, Washington, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington, said strip having 6.00 feet on each side of the following described centerline;

Commencing at the northwest corner of said Lot 15, said corner being on the easterly right of way margin of Lake Washington Boulevard, as conveyed by deed recorded under Recording Number 609203, records of said county; thence N90°00'00"E, along the north line of said lot and the north line of said Lot 4 a distance of 182.39 feet to THE POINT OF BEGINNING of the herein described centerline; thence S16°35'52"W 92.17 feet; thence S14°22'39"W 71.40 feet to Point A, said point being on the north line of the south 2.50 feet of said Lot 7; thence continuing S14°22'39"W 2.58 feet to the south line of said Lot 7 and the terminus of said centerline, said terminus bears N90°00'00"E 93.55 feet from the southwest corner of said Lot 12;

Together with a strip of land 5.00 feet in width, over that portion of said Lots 12 and 7 having 2.50 feet on each side of the following described centerline;

BEGINNING at said Point A; thence N90°00'00"W, along the north line of the south 2.50 feet of said Lot 7 and its westerly prolongation, 23.44 feet to the terminus of said centerline.

The sidelines of the above described strip of land shall be lengthened or shortened, as required, to intersect at all interior angle points, the south line of said Lots 12 and 7 and the north line of said Lot 4 and a line that bears N25°25'22"E and S25°25'22"W from the terminus of the herein described 5.00 foot strip.



Exhibit B

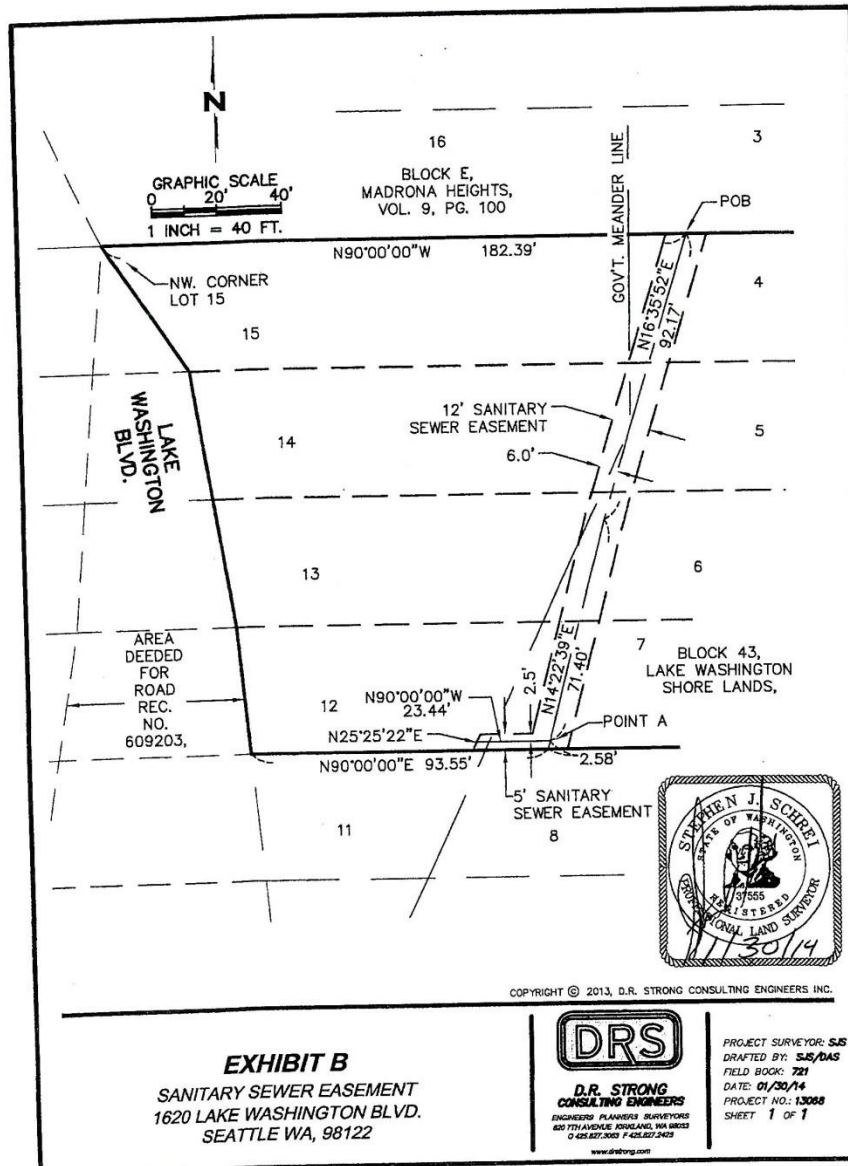


EXHIBIT B
 SANITARY SEWER EASEMENT
 1620 LAKE WASHINGTON BLVD.
 SEATTLE WA, 98122



D.R. STRONG
 CONSULTING ENGINEERS
 ENGINEERS PLANNERS SURVEYORS
 800 7TH AVENUE BOULDER, CO 80502
 P 430.557.1000 F 430.557.2400
 www.drsstrong.com

PROJECT SURVEYOR: SJS
 DRAFTED BY: SJS/BAS
 FIELD BOOK: 721
 DATE: 01/30/14
 PROJECT NO.: 13028
 SHEET 1 OF 1

Exhibit C

LEGAL DESCRIPTIONS
OF
ACCESS EASEMENTS

- 1) North five (5) feet of Lot 15, Block E of Madrona Heights, according to plat recorded in Volume 9 of Plats at page(s) 100, in King County, Washington, except that portion thereof conveyed to City of Seattle for street purposes by deed recorded under recording number 609203, records of said county; and North five (5) feet of Lot 4, Block 43, Lake Washington Shore Lands, in King County, Washington, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington.
- 2) South five (5) feet of Lot 12, Block E of Madrona Heights, according to plat recorded in Volume 9 of Plats at page(s) 100, in King County, Washington, except that portion thereof conveyed to City of Seattle for street purposes by deed recorded under recording number 609203, records of said county; and South five (5) feet of Lot 7, Block 43, Lake Washington Shore Lands, in King County, Washington, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington.

Exhibit D

